

HL7 ELECTRONIC DATA SUBMISSION MEMORANDUM OF AGREEMENT

The Missouri Department of Health and Senior Services (DHSS) and _____
(**Organization/Facility Name**)

hereby enter into the following memorandum of agreement (agreement). The purpose of this agreement is to identify each party's roles and responsibilities related to transmitting immunization health records between the two parties.

DHSS agrees to:

- support and maintain the Missouri's web-based immunization data repository (hereinafter ShowMeVax);
- maintain availability of the ShowMeVax help desk during posted support hours via a toll-free telephone number. Help desk support hours are as follows and are subject to change: 8:00 AM to 5:00 PM, Monday through Friday (excluding state government holidays);
- notify Organization through email, fax or ShowMeVax announcements of events that impact ShowMeVax availability and use;
- provide Organization with a single set of access authorization codes to be used to transmit and receive data via secured (encrypted) electronic communication facilities;
- establish a secured (encrypted) data communications mechanism for transmitting electronic health records;
- maintain procedures to ensure the confidentiality, integrity, and availability of all data as required by applicable state and federal laws and regulations;
- maintain procedures to safeguard the integrity of ShowMeVax data in the event of a disaster;
- make every effort to maintain immunization data quality;
- accept individual immunization record updates in either real-time or batch mode;
- accept real-time electronic queries from the Organization to retrieve individual/patient immunization records if and when the Organization elects to implement real-time interfaces with the ShowMeVax;
- transmit resulting individual/patient immunization records to Organization based on real-time query parameters if and when the Organization elects to implement real-time interfaces with the ShowMeVax; and
- certify, after validation testing, the interoperability of Organization's system with ShowMeVax for submission of immunization data and for real-time interfaces if Organization elects to make electronic queries. This certification does not replace a certification as specified for federal HHS "meaningful use" certification purposes under certification criterion specified at 45 CFR 170.302(k).

Organization agrees to:

- transmit individual electronic immunization records to the ShowMeVax in accordance with DHSS document *HL7 Immunization Message Validation*, attached hereto and incorporated by reference as if fully set out herein;

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- transmit individual electronic immunization records to ShowMeVax in either real-time or batch mode (no less than once per week);
- satisfy DHSS data quality standards established for immunization records when submitting immunization data. To help ensure data quality and interoperability with ShowMeVax, the Organization will engage in a certification process with DHSS that includes at a minimum:
 - provide DHSS with copies of all existing immunization records (in batch form and non-HL7 format) prior to conducting HL7 transmissions (**HL7 is a messaging protocol specifically developed to exchange health/medical/patient information between information systems**);
 - make every effort to rectify data quality issues reported by DHSS;
 - implement modifications to internal practices and software configuration that resolve the data quality issues reported prior to transmitting electronic records in HL7 format;
 - participate in validating the ability to transmit immunization records between the two parties; and
 - help ensure data quality is sustained following initial certification at a level equal to the initial certification. In the event the Organization implements software changes (i.e., software modifications, upgrades or new applications) that impact the data transmitted to ShowMeVax, the Organization shall submit a recertification request to DHSS.
- notify the ShowMeVax help desk immediately if a breach of information, a security incident, or an improper access, use or disclosure of ShowMeVax is suspected or has occurred;
- maintain procedures to safeguard individual electronic health records and systems to prevent improper access, use or disclosure and to store immunization records in the event of a disaster. Such safeguards and procedures shall include training regarding security, confidentiality, and privacy issues for all staff involved in the transmission, access, use or disclosure of immunization data;
- limit access to ShowMeVax by Organization to only Organization's users who must access and use for authorized treatment/care/data entry functions and only for appropriate patient care purposes for Organization's clients;
- implement appropriate safeguards to prevent unauthorized access to electronic immunization records. This includes establishing automated system security practices that limits access to immunization records to only approved personnel;
- assure that data obtained from ShowMeVax is only used to update Organization's client health records maintained by Organization and not otherwise further used or disclosed;
- only use client individual immunization records for the purpose of recording and reporting individual health and medical records unless written consent of the client or client's parent/guardian is obtained;
- individual immunization records of Organization's client may be consolidated and used in aggregate form for assessment and for determining general health quality indicators;
- restrict access to Medicaid information to clients enrolled in or being provided direct care by the Organization; and

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- maintain the confidentiality of all data as required by applicable state and federal laws; be liable for any breach of information, security incident, or improper access, use or disclosure of ShowMeVax resulting from the conduct or omission of Organization and/or its users.

Both parties agree that:

data transmission will be accomplished in accordance to DHSS' document: HL7 Immunization Implementation Guide and Design found at

<http://health.mo.gov/atoz/mophie/pdf/implementationguide2.5.1.pdf>.

TERM

This Agreement will be effective from the date of the last signature. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. This Agreement may only be amended in writing with the mutual consent of both parties.

The parties hereto have signed this Memorandum of Agreement on the dates indicated.

Organization Representative (CEO, Director, Superintendent, or Owner) **DHSS Representative**

<hr/> Name (Signature) <hr/> Name (Typed or Printed) <hr/> Title <hr/> Representing (organization name) <hr/> Date	<hr/> Name (Signature) Bret Fischer <hr/> Name (Typed or Printed) Director, Division of Administration <hr/> Title Missouri Department of Health and Senior Services <hr/> Representing <hr/> Date
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SITE DEMOGRAPHICS

To assure accurate information will be used to enter the MEMORANDUM OF AGREEMENT (MOA) please complete this form and return it with the MOA:

ShowMeVax Local Security Officer
Department of Health and Senior Services
Bureau of Immunization Assurance and Assessment
930 Wildwood Drive
Jefferson City, MO 65109

DATE	TYPED OR PRINTED NAME OF THE ORGANIZATION (WITHOUT PUNCTUATION) & FACILITY NAME IF APPLICABLE AS IT SHOULD APPEAR IN SHOWMEVAX		
VACCINES FOR CHILDREN PROVIDER YES NO VFC PIN#			
FACILITY'S LOCATION (STREET ADDRESS)			
CITY		STATE	ZIP
PHONE NUMBER (INCLUDE EXTENSION)		FAX NUMBER	
TYPED OR PRINTED NAME OF THE REPRESENTATIVE WHO SIGNED THE MOA (CEO, Director, Superintendent or Owner)			
TYPED OR PRINTED TITLE OF THE REPRESENTATIVE WHO SIGNED THE MOA			
E-MAIL ADDRESS OF A CONTACT AT THE SITE			

If a name similar to the name given for the organization is found to already be in ShowMeVax with the same address, the representative listed above will be contacted to verify the correct organization name.